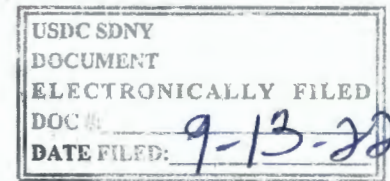


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*Moonbug Entertainment Limited and*  
*Treasure Studio Inc.*



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED and  
TREASURE STUDIO INC.,

*Plaintiffs*

v.

CHANGSHA DAHUAN ELECTRONIC  
TECHNOLOGY CO., LTD., CHANGSHU HUALING  
CULTURE COMMUNICATION CO., LTD.,  
CHANGZHOU BEIJIE CULTURE MEDIA CO.,  
LTD., CHAOZHOU CHAOAN FENGHUI PRINTING  
CO., LTD., DONGGUANG GOLDEN BEAR TOYS  
CO., LTD., GUANGDONG FENGZHIWU TRADING  
CO., LTD., GUANGZHOU XINDA TOYS CO., LTD.,  
GUANGZHOU YUESHANHAI TRADING CO.,  
LTD., HANGZHOU LIFC IMPORT & EXPORT CO.,  
LTD., HEBEI AOGESHI TECHNOLOGY CO., LTD.,  
HEFEI EMAY ARTS & CRAFTS CO., LIMITED,  
JINHUA HAIRONG IMPORT AND EXPORT CO.,  
LTD., JINHUA ZHIBO GARMENT CO., LTD.,  
QUANZHOU GUANGHE MINGLIANG TRADING  
CO., LTD., QUANZHOU LAIAO PLASTIC  
PRODUCTS CO., LTD., SHANGHAI QIANJIU  
TRADING CO., LTD., SHANTOU JINPING

CIVIL ACTION No.  
22-cv-5040 (LAK)

~~PROPOSED~~  
FINAL DEFAULT JUDGMENT  
AND PERMANENT  
INJUNCTION ORDER

DISTRICT CHENGtian QIFA PRINTING  
FACTORY, SHAOXING MILU TRADING CO.,  
LTD., SHENZHEN HUAMING JUN RUBBER CO.,  
LTD., SHENZHEN JUSTDU ELECTRONIC CO.,  
LTD., SHENZHEN LEHONGDA TECHNOLOGY  
CO., LTD., SHENZHEN TOYSKING INDUSTRIAL  
CO., LTD., SHENZHEN XINGMAN INDUSTRY CO.,  
LTD., WUHAN TKNOW TECHNOLOGY CO., LTD.,  
YANGZHOU YURUI HOUSEHOLD PRODUCTS  
CO., LTD., YIWU BAIGE CRAFTS CO., LTD., YIWU  
DIANZHU IMPORT AND EXPORT CO., LTD.,  
YIWU DUN SHAN TRADING CO., LTD., YIWU  
FUXIN TRADE CO., LTD., YIWU FUYU E -  
COMMERCE FIRM, YIWU LANGSHI IMPORT  
AND EXPORT CO., LTD., YIWU LUOJIA TRADING  
CO., LTD., YIWU MENGDIAN IMPORT AND  
EXPORT CO., LTD., YIWU MINZHI CLOTHING  
FIRM, YIWU NIHAO ELECTRONIC COMMERCE  
FIRM, YIWU QIAOMAO GARMENT CO., LTD.,  
YIWU QUANFA IMPORT & EXPORT COMPANY  
LIMITED, YIWU SHIXI E-COMMERCE CO., LTD.,  
YIWU TAOKE TRADE CO., LTD., YIWU TAOQI E-  
COMMERCE FIRM, YIWU TENGXING CRAFTS  
CO., LTD., YIWU UNICORN IMPORT & EXPORT  
CO., LTD., YIWU XINENG E-COMMERCE FIRM,  
YIWU XINTENG E-BUSINESS FIRM, YIWU  
YAWOO CLOTHING CO., LTD., YIWU YIYUAN  
GARMENT CO., LTD., YIWU YOUTENG PAPER  
CRAFTS CO., LTD., YIWU YUSHU TRADING CO.,  
LTD. and ZHEJIANG FULAIMU IMPORT&EXPORT  
CO.,LTD,

*Defendants*








**GLOSSARY**

<b><u>Term</u></b>	<b><u>Definition</u></b>	<b><u>Docket Entry Number</u></b>
<b>Plaintiffs</b>	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)	N/A
<b>Defendants</b>	Changsha Dahuan Electronic Technology Co., Ltd., Changshu Hualing Culture Communication Co., Ltd., Changzhou Beijie Culture Media Co., Ltd., Chaozhou Chaoan Fenghui Printing Co., Ltd., Dongguang Golden Bear Toys Co., Ltd., Guangdong Fengzhiwu Trading Co., Ltd., Guangzhou Xinda Toys Co., Ltd., Guangzhou Yueshanhai Trading Co., Ltd., Hangzhou Lifc Import& Export Co., Ltd., Hebei Aogeshi Technology Co., Ltd., Hefei Emay Arts & Crafts Co., Limited, Jinhua Hairong Import And Export Co., Ltd., Jinhua Zhibo Garment Co., Ltd., Quanzhou Guanghe Mingliang Trading Co., Ltd., Quanzhou Laiao Plastic Products Co., Ltd., Shanghai Qianjiu Trading Co., Ltd., Shantou Jinping District Chengtian Qifa Printing Factory, Shaoxing Milu Trading Co., Ltd., Shenzhen Huaming Jun Rubber Co., Ltd., Shenzhen Justdu Electronic Co., Ltd., Shenzhen Lehongda Technology Co., Ltd., Shenzhen Toysking Industrial Co., Ltd., Shenzhen Xingman Industry Co., Ltd., Wuhan Tknow Technology Co., Ltd., Yangzhou Yurui Household Products Co., Ltd., Yiwu Baige Crafts Co., Ltd., Yiwu Dianshu Import And Export Co., Ltd., Yiwu Dun Shan Trading Co., Ltd., Yiwu Fuxin Trade Co., Ltd., Yiwu Fuyu E - Commerce Firm, Yiwu Langshi Import And Export Co., Ltd., Yiwu Luoja Trading Co., Ltd., Yiwu Mengdian Import and Export Co., Ltd., Yiwu Minzhi Clothing Firm, Yiwu Nihao Electronic Commerce Firm, Yiwu Qiaomao Garment Co., Ltd., Yiwu Quanfa Import & Export Company Limited, Yiwu Shixi E-Commerce Co., Ltd., Yiwu Taoke Trade Co., Ltd., Yiwu Taoqi E-Commerce Firm, Yiwu Tengxing Crafts Co., Ltd., Yiwu Unicorn Import & Export Co., Ltd., Yiwu Xineng E-Commerce Firm, Yiwu Xinteng E-Business Firm, Yiwu Yawoo Clothing Co., Ltd., Yiwu Yiyuan Garment Co., Ltd., Yiwu Youteng Paper Crafts Co., Ltd., Yiwu Yushu Trading Co., Ltd. and Zhejiang Fulaimu Import&Export Co.,Ltd	N/A


<b>Defaulting Defendants</b>	Changsha Dahuan Electronic Technology Co., Ltd., Changshu Hualing Culture Communication Co., Ltd., Changzhou Beijie Culture Media Co., Ltd., Chaozhou Chaoan Fenghui Printing Co., Ltd., Dongguang Golden Bear Toys Co., Ltd., Guangdong Fengzhiwu Trading Co., Ltd., Guangzhou Xinda Toys Co., Ltd., Guangzhou Yueshanhai Trading Co., Ltd., Hangzhou Life Import& Export Co., Ltd., Hebei Aogeshi Technology Co., Ltd., Hefei Emay Arts & Crafts Co., Limited, Jinhua Hairong Import And Export Co., Ltd., Jinhua Zhibo Garment Co., Ltd., Quanzhou Guanghe Mingliang Trading Co., Ltd., Quanzhou Laiao Plastic Products Co., Ltd., Shanghai Qianjiu Trading Co., Ltd., Shantou Jinping District Chengtian Qifa Printing Factory, Shaoxing Milu Trading Co., Ltd., Shenzhen Huaming Jun Rubber Co., Ltd., Shenzhen Justdu Electronic Co., Ltd., Shenzhen Lehongda Technology Co., Ltd., Shenzhen Toysking Industrial Co., Ltd., Shenzhen Xingman Industry Co., Ltd., Wuhan Tknow Technology Co., Ltd., Yangzhou Yurui Household Products Co., Ltd., Yiwu Baige Crafts Co., Ltd., Yiwu Dianzhu Import And Export Co., Ltd., Yiwu Dun Shan Trading Co., Ltd., Yiwu Fuxin Trade Co., Ltd., Yiwu Fuyu E - Commerce Firm, Yiwu Langshi Import And Export Co., Ltd., Yiwu Luoja Trading Co., Ltd., Yiwu Mengdian Import and Export Co., Ltd., Yiwu Minzhi Clothing Firm, Yiwu Nihao Electronic Commerce Firm, Yiwu Qiaomao Garment Co., Ltd., Yiwu Quanfa Import & Export Company Limited, Yiwu Shixi E-Commerce Co., Ltd., Yiwu Taoke Trade Co., Ltd., Yiwu Taoqi E-Commerce Firm, Yiwu Tengxing Crafts Co., Ltd., Yiwu Unicorn Import & Export Co., Ltd., Yiwu Xineng E-Commerce Firm, Yiwu Xinteng E-Business Firm, Yiwu Yawoo Clothing Co., Ltd., Yiwu Yiyuan Garment Co., Ltd., Yiwu Yushu Trading Co., Ltd. and Zhejiang Fulaimu Import&Export Co.,Ltd	N/A
<b>Alibaba</b>	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
<b>Sealing Order</b>	Order to Seal File entered on June 15, 2022	<u>Dkt. 1</u>
<b>Complaint</b>	Plaintiffs' Complaint filed on June 16, 2022	<u>Dkt. 8</u>



<b>Application</b>	Plaintiffs' <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on June 16, 2022	Dkts. 13-14
<b>Miller Dec.</b>	Declaration of Robert Miller in Support of Plaintiffs' Application	N/A
<b>Nastasi Dec.</b>	Declaration of Gabriela N. Nastasi in Support of Plaintiffs' Application	<u>Dkt. 14</u>
<b>TRO</b>	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery	N/A
<b>User Account(s)</b>	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>CoComelon Content</b>	A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children's songs	N/A
<b>CoComelon Applications</b>	U.S. Trademark Serial Application Nos.: 88/681,262 for "COCOMELON" for goods in Class 28; 88/681,248 for "COCOMELON" for goods in Class 9; 88/681,253 for "COCOMELON" for goods in Class 25; 88/945,840 for	N/A

	 <p>“ <b>CoComelon</b> ” for goods in Class 3; 88/681,276</p>  <p>for “ <b>CoComelon</b> ” for goods in Class 25;</p>  <p>88/681,270 for “ <b>CoComelon</b> ” for goods in Class</p>  <p>9; and 88/681,280 for “ <b>CoComelon</b> ” for goods in Class 28</p>	
<b>CoComelon Registrations</b>	<p>U.S. Trademark Registration Nos.: 6,375,368 for “COCOMELON” for goods in Class 16; 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in Class 25;</p>  <p>5,918,526 for “ <b>CoComelon</b> ” for goods in Classes 9</p>	N/A



	 and 41; and 6,563,758 for “ <b>CoComelon</b> ” for goods in Class 25	
<b>CoComelon Marks</b>	The marks covered by the CoComelon Registrations and CoComelon Applications	N/A
<b>CoComelon Works</b>	U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo	N/A
<b>CoComelon Products</b>	A variety of consumer products including toys, apparel, backpacks and other gear	N/A
<b>Counterfeit Products</b>	Products bearing or used in connection with the CoComelon Marks and/or CoComelon Works, and/or products in packaging and/or containing labels and/or hang tags bearing the CoComelon Marks and/or CoComelon Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works and/or products that are identical or confusingly or substantially similar to the CoComelon Products	N/A
<b>Defendants' Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba, as well as any and all as yet	N/A

	undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	
<b>Defendants' Frozen Accounts</b>	Defendants' Financial Accounts that were and/or are attached and frozen or restrained by the Financial Institutions pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this action	N/A
<b>Plaintiffs' Motion for Default Judgment</b>	Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on September 8, 2022	TBD
<b>Futtermann Aff.</b>	Affidavit by Danielle S. Futtermann in Support of Plaintiffs' Motion for Default Judgment	TBD



This matter comes before the Court by motion filed by Plaintiffs for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, copyright infringement, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiffs' CoComelon Marks and/or CoComelon Works without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.<sup>1</sup>

The Court, having considered the Memorandum of Law and Affidavit of Danielle S. Futterman in support of Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

**I. Defaulting Defendants' Liability**

- 1) ORDERED, ADJUDGED AND DECREED that judgment is granted in favor of Plaintiffs as to the first and second causes of action pleaded in the Complaint (trademark counterfeiting and trademark infringement).

**II. Damages Awards**

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve the compensatory and punitive purposes of the Lanham Act's prohibitions on trademark counterfeiting and infringement, and because Plaintiffs have sufficiently set forth the basis for

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<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

the statutory damages award requested in their Motion for Default Judgment, the Court awards Plaintiffs Fifty Thousand Dollars (\$50,000.00) against each of the Forty-Eight (48) Defaulting Defendants pursuant to 15 U.S.C. § 1117(c) of the Lanham Act, as well as post-judgment interest at the statutory rate set forth in 28 U.S.C. § 1961(a).

### III. Permanent Injunction

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, and all persons acting in concert with ~~or~~ *or any of them* under the ~~direction of~~ Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- B. directly or indirectly infringing in any manner Plaintiffs' CoComelon Marks and/or CoComelon Works;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' CoComelon Marks and/or CoComelon Works to identify any goods or services not authorized by Plaintiffs;
- D. using Plaintiffs' CoComelon Marks and/or CoComelon Works, or any other marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;



E. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to:

- i. Defaulting Defendants' User Accounts and/or Merchant Storefronts;
- ii. Defaulting Defendants' Assets; and
- iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and

F. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants shall deliver up for destruction to Plaintiffs any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe Plaintiffs' CoComelon Marks and/or CoComelon Works, or bear any marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works pursuant to 15 U.S.C. § 1118.

#### **IV. Dissolution of Rule 62(a) Stay**

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiffs' judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

**V. Miscellaneous Relief**

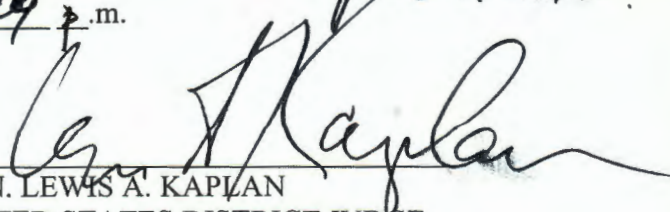
1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any failure by Defaulting Defendants to comply with the terms of this Order may be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court. ~~Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;~~ RAK

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court releases the Twenty Thousand U.S. Dollar (\$20,000.00) security bond that Plaintiffs submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42<sup>nd</sup> Street, Suite 1250, New York, NY 10165; and

3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

4) IT IS FURTHER ORDERED that the Clerk shall close this case and dismiss any open claims.  
SO ORDERED.

SIGNED this 13<sup>th</sup> day of Sept, 2022, at 3:09 p.m.

  
HON. LEWIS A. KAPLAN  
UNITED STATES DISTRICT JUDGE